

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W22PMH-4310-C113		PAGE 1 OF 29	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124D-05-Q-0015	
6. SOLICITATION ISSUE DATE 07-Dec-2004		7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHARON L. CRADY		b. TELEPHONE NUMBER (No Collect Calls) 502-624-8158	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 16 Dec 2004		9. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000 TEL: FAX:		CODE W9124D		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7363 SIZE STANDARD: \$11.5M	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO IRELAND ARMY COMMUNITY HOSPITAL MEDDAC DENISE HESTER PROPERTY MANAGEMENT BLDG 851 IRELAND LOOP FORT KNOX KY 40121-5000 TEL: 502-624-9066 FAX: 502-624-0383		CODE W22PMH		16. ADMINISTERED BY CODE	
17a. CONTRACTOR/ OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		SEE SCHEDULE			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42c. DATE REC'D (YY/MM/DD)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 30 - BLOCK 14 CONTINUATION PAGE

OFFEROR SHALL COMPLETE THE FOLLOWING INFORMATION:

**GSA Contract Number
& Expiration Date:** _____

DUNS NUMBER: _____

FED TAX ID#: _____

CAGE CODE: _____

PHONE NO: _____

FAX NO: _____

E-MAIL ADDRESS: _____

NAICS 561320

NOTES:

1. Questions concerning this solicitation must be submitted in writing and may be faxed to ATTN: Sharon Crady at (502)624-7165/5869 or e-mail to sharon.crady@knox.army.mil.

2. All contractors wishing to do business with the government must possess a valid DUNS number and Cage Code and must be registered in the Central Contractor Registration (CCR). Contractors can register online at www.ccr.gov. For assistance, contractors can call toll free 888-227-2423.

Section SF 1449 - CONTINUATION SHEET

ITEM NO

0001

NURSE CASE MANAGER SERVICES AT IRELAND ARMY COMMUNITY HOSPITAL, FORT KNOX,
KY DURING THE PERIOD 1 JANUARY 2005 THROUGH 31 DECEMBER 2005.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	ROUTINE HOURS	1,911	Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	HOLIDAY/OVERTIME HOURS	40	Hours	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	CONTRACTOR TRAVELIN ACCORDANCE WITH THE JOINT TRAVEL REGULATIONS.	1,400	Dollars, U.S.	\$1.00	\$1400.00

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This clause incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>

(End of clause)

AWARD

The award of any contract issued hereunder will be made to the lowest-priced, responsive, responsible, offeror that submits a qualified candidate after consideration of the following:

- A. Ability to meet the requirements of section 1.7 of the Performance Work Statement.
- B. Review of Curriculum Vitae
- C. Verification of current GSA contract.

INSPECTION

Inspection of services to be furnished hereunder will be made by the Commander, MEDDAC, Fort Knox, Kentucky or his authorized representative.

PAYMENT

The quantities included herein are estimates only, based on current anticipated government requirements. The government will pay the contractor monthly, for services performed during the preceding month, upon submission of proper invoices, the prices stipulated in this contract for the services delivered and accepted, less any deductions provided in the contract.

INVOICES

The contractor shall submit invoices to the Defense Finance Accounting Services paying office indicated in Block 18a of the contract document (SF 1449), with a copy furnished Ireland Army Community Hospital, Attn: Aaron Ford MCXM-PDS, Building 851, Fort Knox, KY 40121-5000. All invoices must contain some sort of identifying invoice/account number along with the purchase order and/or contract number. Failure to do so will result in delay of payment.

CONTRACT PERIOD

Any contract awarded as a result of offers received under this solicitation shall extend from 1 January 2005 or date of contract award, whichever is later, through 31 December 2005, both dates inclusive, unless sooner terminated under the terms of the contract.

CONTRACT ADMINISTRATION

All contract administration will be effected by the Contracting Officer, Directorate of Contracting, Contract Administration Division, Building 1109B RM 250, Fort Knox, KY. Changes in or deviation from the scope of work shall not be effected without a written modification to the contract executed by the Contracting Officer.

PERFORMANCE WORK STATEMENT

All work shall be performed in accordance with the "Performance Work Statement for Nurse Case Manager Services at Ireland Army Community Hospital, Fort Knox, Kentucky," dated 3 November 2004, attached hereto.

PRIVACY OF PROTECTED HEALTH INFORMATION (DEC 2002)

(a) Definitions. As used in this clause:

Individual has the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

(b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

(e) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

(f) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(g) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(h) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(i) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(j) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: [None].

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

Obligations of the Government

Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

(a) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

Termination

(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule.

DELTA BADGES The services performed under this contract have been identified as mission (emergency) essential. The services shall continue during emergency situations, such as ThreatCon Delta. In order to gain access to the Fort Knox, KY, installation during these conditions, contractor personnel shall be required to present Delta Badges. Upon contract award and upon change, the contractor shall provide the Contracting Officer with the name, address, and telephone number of an individual to act as the contractor representative responsible for managing Delta Badges. The contractor shall be responsible for coordinating with the government to identify those

personnel who require Delta Badges. The contractor shall be responsible for applying for, obtaining, and turning in the badges, and accounting for the badges in accordance with current procedures.

PERFORMANCE WORK STATEMENT
FOR
NURSE CASE MANAGERS
AT
IRELAND ARMY COMMUNITY HOSPITAL
FORT KNOX, KENTUCKY
3 November 2004

SECTION 1 GENERAL

1.1. SCOPE OF WORK.

1.1.1. The contractor shall provide Nurse Case Managers to perform services at Ireland Army Community Hospital (IACH), Fort Knox, Kentucky. The contractor shall provide Nurse Case Manager services of a quality meeting or exceeding currently recognized national standards as established by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and the American Medical Association. All contract Nurse Case Managers shall give the highest regard to patient dignity and observe the precepts of the American Hospital Association's "Bill of Rights for Patients." Contract Nurse Case Managers shall abide by the medical treatment facility's (MTF) rules, regulations and bylaws, including the Medical Staff ByLaws as well as applicable Army regulations.

1.1.2. Patient population will include Department of Defense beneficiaries as determined by the Medical Department Activity (MEDDAC) Commander.

1.2. PERSONNEL.

1.2.1. The contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The contractor shall not employ any person who is an employee of the Department of Defense, either military or civilian, unless such person seeks and receives approval in accordance with DoD 5500.7-R.

1.2.2. The contractor shall neither execute nor enforce "non-competition" agreements limiting employment of Nurse Case Managers on any future contracts involving IACH.

1.2.3. This is a personal services contract and contract Nurse Case Managers performing services under this contract are subject to supervision and professional medical direction of the government. Responsibility is directly to the Deputy Commander for Clinical Services (DCCS) or his representative. Malpractice allegations against contractor employees based upon performance of this contract will be processed in accordance with government policy for allegations against its own employees. The government is a self-insurer for malpractice liability. Contractor employees are not required to carry malpractice insurance, and the government will not reimburse or otherwise pay for such insurance should any be purchased.

1.2.4. The contractor shall ensure that all contract Nurse Case Managers performing services under this contract shall be able to read, write and speak English well enough to effectively communicate with all patients and other healthcare providers.

1.2.5. Identification (ID).

1.2.5.1. Contractor ID Badge. Contract personnel shall wear a visible identifying badge (nametag) on the left front of his/her outer clothing. Contract personnel shall wear this badge at all times while performing services under this contract. The badge must show the contract employee's full name, title and company name, e.g.:

Jane J. Jones, M.D.
XYZ Healthcare Company

1.2.5.2. MTF ID Badge and Civilian ID Card.

1.2.5.2.1. Contract personnel shall wear a local MTF picture identification badge. The badge will be furnished by the MTF. Contract personnel shall wear the badge at all times while on duty. The contract employee shall report to the MTF Civilian Personnel Office during the hours of 8:00 a.m. to 4:00 p.m. to obtain the badge prior to performing services under this contract.

1.2.5.2.2. Contract personnel shall complete DD Form 1172-2, Application for Department of Defense Common Access Card DEERS Enrollment, to obtain a Common Access Card (Civilian ID Card). DD Form 1172-2 will be furnished by the Chief, General Surgery Clinic or his designated representative. Personnel in the Contracting Office, Planning, Development and Strategy Division, 7th Floor, IACH will provide signature verification. The Common Access Card will be issued by One Stop Processing Activity, Building 1384, Vine Grove Road, Fort Knox, KY. Contract employees shall show their Common Access Card at the installation checkpoint upon entering the installation.

1.2.5.2.3. Contract employees shall turn in the MTF badge and Civilian ID Card to the Quality Assurance Evaluator (QAE) or his designated representative upon termination of services under this contract.

C.1.2.6. Vehicle Registration.

C.1.2.6.1. Fort Knox, Kentucky is a restricted access military installation. The installation Commander may initiate required vehicle registration as needed. If registration procedures are activated, all contract employees shall register their vehicles with the Provost Marshal's Office to gain access onto the military installation. A valid driver's license, government-furnished civilian ID, proof of insurance and current vehicle registration must be presented to the Provost Marshal's Office, at which time a Department of Defense decal will be issued. The contract employee shall place the decal on the vehicle in accordance with instructions. All vehicles, with or without a DoD decal are subject to search. Contract employees may encounter long delays for vehicle inspection and identification checks upon entering and exiting the installation. The government will not reimburse the contractor for time spent at installation checkpoints. Contract employees should plan accordingly and report to work at their scheduled duty time.

1.2.6.2. Contract employees shall follow installation procedures for removal and turn-in of the decal upon termination of services under this contract.

1.2.7. The contractor shall hold the government harmless for any loss or damage to personal belongings of contractor personnel.

1.2.8. Contract Nurse Case Managers shall be required to submit to substance abuse testing (scheduled and unscheduled) in accordance with AR 600-85.

1.3. CONTRACTOR'S REPRESENTATIVE.

1.3.1. The contractor shall provide both the contracting officer and the Quality Assurance Evaluator (QAE) the name and telephone number of an individual to act as their representative no later than five (5) working days after award of the contract. The contract representative may be at the corporate office or be on-site. If the contractor chooses to provide an on-site representative, the on-site representative must be the Nurse Case Manager performing services under this contract.

1.3.2. The contractor shall notify the contracting officer, in writing, of changes in the contractor representative no later than five (5) working days prior to said change.

1.4. HOURS OF PERFORMANCE.

1.4.1. The contract Nurse Case Managers will typically work an 8-hour day. The Deputy Commander for Clinical Services, or his designated representative, will provide the contractor with a work schedule.

1.4.2. The contract Nurse Case Managers shall provide services, Monday through Friday, excluding legal public holidays, training holidays and other times the clinics are authorized to be closed by the MTF Commander, e.g., MEDDAC Organization Day. Duty hours are typically 7:30 a.m. to 4:30 p.m., with a one-hour, unpaid lunch period, but may vary.

1.4.3. Hours worked do not include travel time to reach the MTF. Routine hours are the actual hours worked during the MTF's routine operating hours, Monday through Friday.

1.4.4. Time in excess of the scheduled routine hours must be requested and approved in writing by the DCCS, or his designated representative, prior to performance. Compensation for all unapproved requests for overtime will be denied. Signing in early or working through lunch does not constitute overtime. Proration of minutes for approved overtime is as follows: 10 to 20 minutes = ¼ hour; 21 to 40 minutes = ½ hour; 41 to 59 minutes = ¾ hour; and 60 minutes = 1 hour.

1.4.5. The contract Nurse Case Managers shall sign in and out. The government reserves the right to verify hours worked by the contract Nurse Case Managers by implementing sign-in/sign-out logs or any other means including requiring the contract Nurse Case Managers to utilize CHCS to sign-in and sign-out.

1.5. **CONTINUITY OF SERVICES.** The contractor is responsible for ensuring that required services are provided. Continuity of contract personnel is in the best interest of the government. Backup and replacement personnel shall meet the requirements and qualifications as specified in this contract statement of work.

1.6. **TRAINING HOLIDAYS.** The military designates certain days of the year as "training holidays". Training holidays are days designated by the MTF Commander the workday either preceding or following a legal public holiday. The number of training holidays may vary from year to year. The projected training holidays for Fiscal Year 2004 are provided below for informational purposes only:

10 OCT 03	Training Holiday (Friday)	16 JAN 04	Training Holiday (Friday)
13 OCT 03	Columbus Day (Monday)	19 JAN 04	Martin Luther King's Birthday (Monday)
10 NOV 03	Training Holiday (Monday)	13 FEB 04	Training Holiday (Friday)
11 NOV 03	Veterans Day (Tuesday)	16 FEB 04	Presidents' Day (Monday)
27 NOV 03	Thanksgiving Day (Thursday)	28 MAY 04	Training Holiday (Friday)
28 NOV 03	Training Holiday (Friday)	31 MAY 04	Memorial Day (Monday)
25 DEC 03	Christmas (Thursday)	02 JUL 04	Training Holiday (Friday)
26 DEC 03	Training Holiday (Friday)	05 JUL 04	Independence Day (Observed) (Monday)
01 JAN 04	New Year's Day (Thursday)	03 SEP 04	Training Holiday (Friday)
02 JAN 04	Training Holiday (Friday)	06 SEP 04	Labor Day (Monday)

1.7. QUALIFICATIONS.

1.7.1. The contract Nurse Case Manager be a graduate of an accredited school of nursing.

1.7.2. All contract Nurse Case Managers shall be certified in Basic Life Support (BLS). The contract Nurse Case Managers shall maintain current certifications while providing services under this contract.

1.7.3. The contract Nurse Case Manager shall be proficient in clinical skills to provide consultant care to patients of all age groups on a variety of procedures with knowledge of principles and practices encompassing medical, legal, ethical, and surgical practices supporting medical, and nursing and professional theory.

1.7.4. The contract Nurse Case Managers shall have and maintain a valid, unrestricted Registered Nurse state license in any state in the United States, District of Columbia or the territory of Puerto Rico. Licenses shall be maintained in a current status at all times while performing services under this contract.

1.7.5. The contract Nurse Case Managers shall not be the subject of a current or pending investigation of appeal by any state Registered Nursing licensure board to determine whether the individual has engaged in unprofessional conduct or substandard practice which may result in the suspension or restriction of the individual's license. The contract Nurse Case Manager shall not have had any adverse licensure actions, i.e. suspension or revocation, in the past.

1.8. CONTINUING EDUCATION (CE) REQUIREMENTS. Contract health care providers licensed, registered or certified by state or national boards or associations shall continue to meet the minimum standards for CE to remain current. CE shall be obtained at no cost to the government.

1.9. CONTRACTOR RESPONSIBILITIES.

1.9.1. The contractor shall take specific action, including Primary Source Verification, to ensure that the contract Nurse Case Managers has the required prerequisites and does not have disqualifying impediments for employment at the MTF.

1.9.2. The contractor shall comply with requests for personal interviews with their applicant, and make the applicant available for interview via telephone prior to the Government's preliminary acceptance of the applicant.

1.10. CRIMINAL HISTORY BACKGROUND CHECK REQUIREMENT. (MANDATORY if at any time the provider will have the opportunity to be alone with minor.) The contractor shall ensure that, as a condition of employment, the contract personnel providing services under this contract meet the requirements of the Crime Control Act of 1990 as amended by successfully completing a Criminal History Background Check consisting of a Federal Bureau of Investigation (FBI) fingerprint check and State Criminal History Repository check. The procedures for completing the required background check are outlined in the Department of Defense Instruction (DODI) 1402.5, dated January 10, 1993; Subject: Criminal History Background Checks on Individuals in Child Care Services; Enclosure 6, paragraph D, Government Contract Employees. (DODI 1402.5 is available on the Internet at: <http://web7.whs.mil/>).

1.10.1. If the contract provider has a DoD affiliation such as living or working on an installation (within 5 years) or is a family member of active duty military, an Installation Record Check (IRC) shall be conducted by DoD Component personnel at the installation level. No IRC is required on individuals without DoD affiliation. Upon favorable completion of the IRC, an individual may be selected to provide services to a minor child under line-of-sight supervision until the required background checks are completed.

1.10.2. Personnel may be employed under the contract pending completion of the background checks provided the activity uses line-of-sight supervision (LOSS) while minor children are in the care of that individual. The contract provider shall be within line-of-sight supervision of either military health care personnel, or an individual who has received an approved background check, or is in the presence of the child's parent or guardian.

1.10.3. All clearance requests shall be submitted IAW the applicable directive of the specific medical/dental treatment facility. The name and address of the Quality Assurance Evaluator (QAE) shall be included in each

request as the recipient of the results.

1.10.4. The individual contract employee has the right to obtain a copy of the background check report from the QAE and, if desired, to challenge the accuracy and completeness of the information in the report.

1.10.5. Contractor personnel who have previously received a background check shall provide proof of the check or obtain a new one. (A new investigation is required if a break in service to the Department of Defense results in a time-lapse of more than two (2) years.

1.10.6. Payment for the conduct of any criminal history background check is the responsibility of the requesting service or agency.

1.11. **ADP SECURITY REQUIREMENTS.** The contract employee under this contract shall have access to and/or process information requiring protection under the Privacy Act of 1974, these positions are considered "ADP Sensitive" positions. Compliance with DoD Directive 5200.28, DoD 5200.2-R, AR 380-19 and AR 380-67 (for Army), and applicable regulations for other services, is mandatory for ADP Sensitive positions. Therefore, a National

Agency Check with Inquiries is required for each contract employee under this contract. The contractor shall ensure that their employees cooperate with and assist the government in conducting the NAC. Contract employees will be fingerprinted and required to complete the appropriate forms, usually a Standard Form 85-P, Questionnaire for Public Trust Positions. A copy of SF 85-P will be provided upon award. The contractor shall advise their employees that a positive report is needed as a condition of continued employment under this contract.

1.12. **REQUIRED LICENSES AND PERMITS.** The contractor shall, without additional expense to the government, be responsible for obtaining any necessary licenses and permits and for complying with any applicable federal and state laws, codes, and regulations in connection with the performance of the type of services required by the contract.

1.13. **PERSONAL APPEARANCE.**

1.13.1. Contract personnel shall dress in a neat, professional manner in good keeping with standard health care practices. Shoes shall cover the foot to meet sanitation and safety requirements. Open toe shoes, or sandals, shall not be worn. Fingernails shall be clean and not extend more than one quarter of an inch beyond the flesh tips. The contract employee's clothing shall cover any offensive or vulgar tattoos. Contract personnel shall not display (wear) any jewelry and/or ornaments associated with pierced skin or other body piercing with the exception of pierced earrings on the ear. Tank top shirts, cut-offs, shower shoes or similar items of apparel are specifically prohibited.

1.13.2. Contract personnel may be required by their clinic, ward or department to wear surgical scrubs and shoe covers. The Government will supply these items. They shall remain the property of the Government and shall not be removed from IACH. Instructions for the disposition of soiled garments will be provided to contract personnel by the Government upon start of performance. Contract personnel performing services under this contract shall follow the MEDDAC infection control policy.

1.13.3. Facial hair (including beards, mustaches, sideburns) shall be controlled (restrained) or trimmed so it will not interfere or inhibit safe and sanitary work practices; hair (head or facial) shall not look unkempt or unclean.

1.14. **IMPAIRED PERSONNEL.**

1.14.1. The contractor is responsible to provide Nurse Case Managers who are adequately rested and fully physically and mentally capable of performing the duties required under this contract.

1.14.2. Contract personnel shall not be permitted on the installation when their presence is considered detrimental

to the security of the installation. At any time during the performance of this contract, the contracting officer may direct the contractor to immediately remove any contract personnel whose actions or impaired state raise reasonable suspicion that clear and present danger of physical harm exists to a patient, other contractor employee, government personnel or to the impaired individual. Intoxication or debilitation resulting from drug use, insubordination, theft, or patient abuse will result in removal of contract personnel. Removal of contract employees for any reason does not relieve the contractor of the requirement to perform services specified herein.

1.14.3. If a removal occurs, the QAE will contact the contractor's representative within 24 hours, who will formally meet with the contracting officer or his authorized representative to discuss further action.

1.14.4. If after any investigation deemed necessary by government representatives and discussion with the contractor's representative, the Contracting Officer concludes that the employee's impairment requires permanent removal from performance under the contract, the Contracting Officer will notify the contractor that permanent removal is required. In the event of disagreements between the government and the contractor's representative concerning matters of impaired personnel, the decision of the Contracting Officer will be final. During the period of time between the removal on suspicion of impairment and the final decision of the Contracting Officer, the contractor shall provide a replacement employee in accordance with the terms of this contract.

1.15. **STAFF ORIENTATION/TRAINING.** The contract Nurse Case Manager shall receive any staff orientation or training required as a precondition/condition of performance as may be prescribed by the Commander, Ireland Army Community Hospital. Such orientation/ training may include Composite Health Care System (CHCS) and Ambulatory Data System (ADS) computer training, TRICARE provider training, instruction in standing operating procedures, local in-services, hazardous communications, quality improvement policies, OSHA standards, safety programs, JCAHO standards, etc. Performance of this orientation/training shall be conducted during the contractor Nurse Case Manager's regularly scheduled shift at no additional cost to the government.

1.16. **SAFETY.** The contractor shall comply with all safety procedures and practices associated with the MTF.

1.17. **MANPOWER REPORT.** The contractor shall furnish the Contracting Officer, not later than the fifth working day of each month, a written list of employees who worked and number of hours worked in accomplishing the services during the previous month.

1.18. **GOVERNMENT QUALITY ASSESSMENT AND IMPROVEMENT (QA&I).** The government will monitor the contractor's performance under this contract using the QA&I procedures established by the MTF. Additionally, the contractor's performance is subject to scheduled and unscheduled review by the Quality Improvement/Risk Management Committee as defined by the MTF QA&I Plan and AR 40-68.

1.19. **HEALTH REQUIREMENTS.**

1.19.1. The contract Nurse Case Managers shall comply with the Health and Immunization Requirements outlined in Technical Exhibit 1. The expense for all physical examinations required under the provisions of this contract shall be borne by the Contractor at no additional cost to the government.

1.19.2. The contract Nurse Case Managers shall provide current certification of health no later than five (5) working days prior to performance. In addition to the physical examination certificate, the examining provider shall complete Technical Exhibit 1-A annotating immunizations and test results. The Contractor shall furnish copies of all laboratory results when certifying immunity by titers or serologic testing.

1.19.3. The contract operating room surgical technicians shall have no health or physical disability restrictions, which interfere with the performance of duties.

SECTION 2 DEFINITIONS

- 2.1. **AR.** Army Regulation.
- 2.2. **DA.** Department of the Army.
- 2.3. **DoD.** Department of Defense.
- 2.4. **IACH.** Ireland Army Community Hospital
- 2.5. **JCAHO.** Joint Commission on Accreditation of Healthcare Organizations.
- 2.6. **MEDCOM.** Medical Command.
- 2.7. **MTF.** Medical Treatment Facility – Hospital or Clinic.
- 2.8. **OSHA.** Occupational Safety and Health Administration.
- 2.9. **SOW.** Statement of Work.
- 2.10. **AMBULATORY DATA SYSTEM (ADS).** An automated clinical information system used for statistical documentation of ambulatory medical care. This computerized system is designed to monitor and track ambulatory encounters and to document patient diagnoses and treatment in order to support the management of patient care.
- 2.11. **COMPOSITE HEALTH CARE SYSTEM (CHCS).** An automated medical information system that will provide integrated support for the functional work centers of inpatient and outpatient care facilities, patient administration, patient appointments and scheduling, nursing, laboratory, pharmacy, radiology, and clinical dietetics.
- 2.12. **CONTRACTING OFFICER.** The person duly appointed by the government with the authority to enter into and administer contracts on behalf of the government.
- 2.13. **LEGAL PUBLIC HOLIDAYS** [established by 5 U.S.C. 6103 (a)]:
- | | |
|----------------------------------|--------------------------------------|
| New Year's Day | 1 January |
| Martin Luther King Jr's Birthday | 3 rd Monday in January |
| President's Day | 3 rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | 4 July |
| Labor Day | 1 st Monday in September |
| Columbus Day | 2 nd Monday in October |
| Veterans Day | 11 November |
| Thanksgiving Day | 4 th Thursday in November |
| Christmas Day | 25 December |
- 2.14. **NCOIC (Noncommissioned Officer in Charge).** The ranking enlisted military staff member assigned to a clinic/ward who performs the duties of supervisor and/or administrator.
- 2.15. **QUALITY ASSESSMENT AND IMPROVEMENT.** Those actions taken by the government to check services to determine that they meet the requirements of the SOW, requirements of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), MEDCOM, and individual hospital medical staff quality assessment and improvement program.
- 2.16. **QUALITY ASSURANCE EVALUATOR (QAE).** The representative of the Contracting Officer who

normally performs surveillance of the contract.

2.17. **QUALITY CONTROL.** Those actions taken by the contractor to control the services provided to ensure they meet the requirements of the SOW.

2.18. **REPLACEMENT PERSONNEL.** Contract personnel selected to fill a position for the duration of the contract period, which was previously occupied by another contract employee.

SECTION 3 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.1. **GENERAL.** Government-furnished property under this contract will be furnished to the contractor at no cost and shall only be used in performance of services under this contract.

3.1.1. During the hours of performance under this contract, the contractor shall have the use of space currently available in the assigned clinic of the MTF for performing contract services. The contractor shall make no alterations to the office/clinic space without specific written approval from the DCCS, or his designated representative. The contractor's items of clothing, personal effects or equipment cannot be secured on the work site during his/her absence.

3.1.2. The government will furnish all supplies necessary for medical care in the MTF except as noted in paragraph 4.

3.1.3. Government equipment currently on hand will be made available to the contractor for use in performing services under this contract.

3.1.4. The government will furnish heat, air conditioning, electricity, water and sewer service, refuse collection, custodial services and telephone service. Telephones, facsimile machines, copiers and computer equipment are authorized for transaction of official government business only and shall not be used for personal business. Telephones, facsimile machines, and computer equipment are subject to communications security monitoring at all times.

3.2. **TRAINING.** The government will furnish training on the Composite Health Care System (CHCS) and the Ambulatory Data System (ADS). The government will schedule training for the contractor. The government will schedule training during the contractor's scheduled duty hours. Successful completion of CHCS and ADS training is a condition of employment.

3.3. **KEYS.** The contractor may be issued keys. The contractor shall safeguard the keys from loss, theft or destruction, and must display all keys signed for at scheduled or unscheduled key control inspections. The contractor shall be required to reimburse the government for lost keys or lock set if lock sets are required to be replaced as a result of lost keys.

3.4. **EMERGENCY EMPLOYEE HEALTH CARE.** The government will provide emergency health care for injuries occurring while on duty. The contractor shall reimburse the government for the emergency health care in accordance with AR 40-3.

SECTION 4 CONTRACTOR-FURNISHED EQUIPMENT/MATERIALS

4.1. **BADGE.** The contractor shall provide an identification badge for each employee as specified in C.1.2.5.

SECTION 5 SPECIFIC TASKS

5.1. GENERAL.

5.1.1. The quality of Nurse Case Manager services shall meet or exceed reasonable standards of professional practice as determined by the authority that governs military medical professionals in the same discipline.

5.1.2. The contract Nurse Case Managers shall perform their assigned duties with regard to all patients and eligible beneficiaries regardless of underlying disease process or physical condition of such patients or beneficiaries.

5.1.3. The contract Nurse Case Managers shall have sufficient experience and training to be able to perform a full range of Nurse Case Manager services.

5.1.4. The contract Nurse Case Managers shall provide advance practice clinical experience and administrative and organizational skills in managing the continuity of care for defined patient populations.

5.1.5. The contract Nurse Case Managers shall identify potential case management patients through review of the multiple databases and points of contact available at IACH for the specified population. This screening process may include, but is not limited to, the daily admission roster, forms, and logs, Utilization Management, physicians, nurses, Managed Care and the patient themselves.

5.1.6. The contract Nurse Case Manager shall screen all potential case management patients within an established timeframe after identification for appropriateness/benefit of case management services to patient and/or institution using established professional guidelines, and hospital protocols and policies.

5.1.7. The contract Nurse Case Manager shall interview and counsel potential case management patients within established timeframe as to services needed to optimize current health/psycho-social status and benefits of case management services. Once the patient accepts case management, the approved metrics will be entered into a prescribed database for tracking purposes along with clinical progress notes on the patient's status.

5.1.8. The contract Nurse Case Manager shall introduces innovative nursing techniques, practices, and approaches in collaboration with health care providers to identify, assess, educate, plan, and coordinate care through programs designed to provide efficient, comprehensive and cost effective service for case managed patients throughout the Northeast Regional Medical Command, TRICARE Region, and Ireland Army Community Hospital.

5.1.9 The contract Nurse Case Manager shall coordinate with a patient-focused multidisciplinary team of clinicians to develop time line protocols which delineate the expected process of care delivery for selected case managed patients and to provide high quality affordable health care to its beneficiaries. Monitor exceptions, deviations, and differences from the established protocols to identify and report problems. Variances are analyzed and reported through a continuous process improvement channel to seek solutions and improve delivery of care. Accountable for coordination of care for a select group of complex patients to ensure desirable patient outcomes are achieved. Consult and coordinate with other multi-disciplinary care professionals, agencies, organizations, and other ancillary support systems to assist patients to optimize their level of function and self care.

5.1.10. The contract Nurse Case Manager shall conduct extensive evaluation of case management patients to establish in detail and specificity the nature of their continuity of care needs as well as causal and contributing conditions and circumstances. Conduct comprehensive clinical interviews with the patient and other family members, as warranted, collects data from all involved health care agencies, medical providers and resource programs. Participate in a multidisciplinary team to develop a treatment plan to deal with all identified conditions and problems. Identify psychosocial aspects of anticipated care needs to identify potential barriers to optimal health and resource utilization and methods for minimizing such barriers and assists the patient and the family in developing and implementing appropriate care plans, and accessing agencies and care providers.

5.1.11. The contract Nurse Case Manager shall interface with local, state and federal agencies responsible for financing alternatives such as Home Health Care which DOD beneficiaries may be entitled to receive. Obtain regulations, policy manuals and handouts from these agencies and develop procedural guidelines to provide access to these programs in concert with TRICARE or other governmental or private insurance coverage.

5.1.12. The contract Nurse Case Manager shall identify problems with health care access and utilization in both the military and civilian sectors and recommend alternatives to overcome these difficulties. Problem areas addressed may include admissions, outpatient visits, bill charges, acquisition of equipment and services, patient complaints and inquiries as well as quality improvement issues.

5.1.13. The contract Nurse Case Manager shall assist in identifying strategies designed to improve patient access, reduce administrative burdens for DOD beneficiaries and improve the cost effectiveness for the civilian/military health care delivery system. Such strategies will evolve from the problem analysis performed on utilization reports and cost trend data. Obtain feedback from the Fiscal Intermediary, TRICARE and the Health Care Finders to identify problem areas. Propose regulatory and administrative changes to resolve identified problems.

5.1.14. The contract Nurse Case Manager shall provide guidance on establishing appointment protocols to match patients needs with available resources in a timely manner. Coordinate with the medical staff to determine medical appropriateness of selected appointment alternatives in relation to timeliness of available care.

5.1.15. The contract Nurse Case Manager shall develop guidelines for interfacing with the Health Benefit and Health Care Finder Service with the equivalent functions of the civilian health care delivery system supporting TRICARE. Ensure guidelines are in compliance with case management program goals and that the medical staff of both the military and civilian facilities is informed of these guidelines.

5.1.16. The contract Nurse Case Manager shall act as Nurse Consultant through holistic approach to address health care needs in collaboration with all health team members to include the patient and the patient's family as warranted. Provide education and clinical assistance through advanced nursing knowledge, skills and techniques to nursing personnel, medical students, interns/residents, staff physicians and administrators. Duties include formal and informal consultation, briefings and informal/formal educational offerings. Represent the Care Continuum Management Service on or before a variety of committees, boards, agencies, and concerned groups. Represent and serves as an advocate for the program, patients, and their families in obtaining services and support for their special needs.

5.1.17. The contract Nurse Case Manager shall direct and manage case managed patient populations.

5.1.18. The contract Nurse Case Manager shall maintain an updated database consisting of all required metrics for outcome evaluation as required. Prepares regular, periodic and ad hoc

5.1.19. The contract Nurse Case Manager shall perform other duties as assigned.

5.1.20. The contract Nurse Case Manager shall have knowledge of a wide range of nursing concepts and principles IAW Standards of Nursing Practice, as well as extended experience with case management practices and procedures to analyze the full scope of problems associated with providing appropriate, cost effective care to DOD beneficiaries. This clinical knowledge is applied to solve both administrative and professional health care problems relating to all case managed health care.

5.1.21. The contract Nurse Case Manager shall have professional knowledge and ability to evaluate situations involving all administrative and professional areas for inpatient and outpatient care to determine alternative approaches for quality care and services. Professional knowledge of health care management principles and techniques to recognize needs for improvement and offer solutions to a wide variety of management problems.

5.1.22. The contract Nurse Case Manager shall have professional knowledge of the functioning of multidisciplinary treatment teams and the specific roles of the nurse on the team. Professional knowledge in the appropriate referral of

cases to other clinicians and services when indicated.

5.1.23. The contract Nurse Case Manager shall have the ability to effectively communicate with health providers at all levels and negotiate with outside providers/vendors for services and products.

5.1.24. The contract Nurse Case Manager shall have knowledge of current third-party payee regulations and policies, with special emphasis on TRICARE.

5.1.25. The contract Nurse Case Manager shall have knowledge, skill, and ability to write and finalize agreements for products and services to be rendered resulting from personal negotiations and ability to administer agreements to ensure compliance by both parties.

5.1.26. The contract Nurse Case Manager shall have knowledge, skill and ability to provide professional assistance to health care finders in identifying patients' needs for referral to appropriate health care providers.

5.1.27. The contract Nurse Case Manager shall have knowledge, skill and ability to use basic office automation and information management equipment and programs, (i.e. word processing, database, email, etc.) and to input, track and evaluate data for outcome management purposes.

5.1.28. The contract Nurse Case Manager shall possess a comprehensive knowledge base of disease entities, conditions, and therapeutic measures common to a variety of patient populations as well as to each individual.

5.1.29. The contract Nurse Case Manager shall demonstrate nursing proficiency in the assessment, planning, implementation and evaluation of patient care needs.

5.1.30. The contract Nurse Case Manager shall receive general supervision. Supervisor provides general guidance and defines overall objective and policies. Incumbent plans and carries out work independently in accordance with general guidance, policies and previous experience. Coordinates with agency and community officials and resources. Develops plans for study and carries through to completion with recommended action resulting from study. Work review is in terms of effectiveness in meeting program objectives, initiatives employed and soundness of judgment exercised.

5.1.31. General guidelines and procedures exist but are not completely applicable to the case managed patient and every situation likely to be encountered. Based on patient population targeted, incumbent develops, implements, evaluates and modifies multidisciplinary patient care policies and procedures in conjunction with the Care Management Service and the specialized Health Care Teams involved in the patients care. Incumbent contributes to the modification of existing guidelines or policies through participation in studies which often result in changes in treatment procedures, policies; and services. In the absence of existing guidelines the incumbent must exercise judgment, knowledge and ingenuity in establishing protocol, organization and activities pursuant to solving the problem at hand. The employee must exercise initiative and resourcefulness in carrying out assigned clinical, administrative and supervisory responsibilities.

5.1.32. The contract Case Manager shall independently perform difficult and complex reviews and analysis of case managed situations to assess and evaluate specific provisions of health care. Requires extensive experience in dealing with and resolving problems relating to direct and indirect healthcare issues requiring consideration of both. Exercise considerable resourcefulness and judgment to implement modifications to existing procedures or to develop new and innovative procedures to improve Services and resource utilization.

5.1.33. The purpose of the work is to provide a medically-oriented professional evaluation of case management services, medical and nursing support as well as administrative services and products provided to assess the efficiency, effectiveness and economy of those services and products. To identify, recommend and implement improvements as deemed appropriate. Also, provides direction to health care providers and assistance to patients in obtaining health care benefits. The work significantly impacts the overall provision of health care treatment and services in the catchment area.

5.1.34. Personal contacts are with selected patients and their families, healthcare providers and treatment planners from within and outside the agency as well as utilization management officials, community assistance agencies, contract service and product providers and, employees of the organization.

5.1.35. Contacts are to coordinate, plan and facilitate patient evaluation and treatment and conduct training on the implementation of patient care maps, discuss treatment policies; discharge planning and possibilities for procedural changes. Through the training program execution, the incumbent will be responsible for training and guidance to all levels of health care providers. Some contacts are for negotiating agreements and influencing modifications to existing procedures, to assess patient needs, and to advise on or coordinate internal and external actions.

5.2. MEDICAL RECORDS.

5.2.1. Medical records will remain the property of the government. The government will retain complete control and jurisdiction of the patient.

5.3. COMPOSITE HEALTH CARE SYSTEM (CHCS). The contractor shall use the Composite Health Care System (CHCS) for keeping records and performing other required patient record functions.

5.4. PRIVATE PRACTICE. The contractor shall not recommend or suggest to persons authorized to receive medical care at Army expense that such persons should receive medical care from the contractor any place other than at the Army hospital. The contractor shall not bill a patient, an insurer, or anyone else for services rendered. The only compensation the contractor is entitled to for performance of the contract is payment the contract specifies. The contractor is not prohibited, by reason of his employment under this contract from conducting a private medical practice, if there is no conflict with the performance of duties under the contract and the contractor does not use government facilities or other government property in connection therewith.

5.5. CONFIDENTIALITY. The contractor shall abide by AR 40-3 and AR 40-66 concerning the nature of limited privileged communication between patient and health care provider for security and personnel reliability programs. The contractor shall abide by AR 40-66 concerning the confidentiality of patient records, as embodied in federal statutes including the Privacy Act of 1974 and the Drug and Alcohol Act, Public Law 92-129. The contractor shall direct all requests for medical information on patients to the Chief, Patient Administration Division. The contractor shall not release any medical or personal information on a patient without first receiving written approval from the government.

5.6. HIPAA. The contractor shall abide by the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-91.

5.6.1. The contractor shall not use or further disclose Protected Health Information other than as permitted or required by this contract or as required by Law. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information. The contractor shall mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of Protected Health Information by the contractor in violation of the requirements of this contract. The contractor shall report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract. The contractor shall document, in a time and manner designated by the Government, any disclosure of Protected Health Information as would be required for the Government to respond to a request by an individual for an accounting of disclosure of Protected Health Information.

5.6.2. Contractor personnel shall follow the established procedures of their assigned department/clinic to safeguard the patient's Protected Health Information. Unauthorized or inappropriate disclosure of Protected Health Information by contractor personnel performing services under this contract will be cause for separation.

5.7. DISCLAIMER. The contractor shall not use patient care rendered pursuant to this agreement as part of a study, research grant, or publication without the prior written consent of the Contracting Officer.

5.8. **LITIGATION.** In the event of litigation/investigation of a claim of liability or malpractice, the contract Nurse Case Manager shall cooperate fully with government authorities and designated officials in the investigation of the claim or preparation of litigation. Contract personnel shall:

5.8.1. Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received.

5.8.2. Cooperate with the government, without further compensation, in the processing, review, settlement or defense of the suit, action or claim.

5.8.3. Authorize government representatives to settle or defend the claim and to represent the health care provider in, or take charge of, any litigation involved in such an action. The health care provider may, at their own expense, participate in defense of such claim or litigation.

5.9. **PATIENT SENSITIVITY.** The contract Nurse Case Manager shall respect and maintain the basic rights of patients, demonstrating concern for patient dignity and human relationships. Contract Nurse Case Managers receiving patient complaints validated by the Deputy Commander for Clinical Services, or his designated representative, shall be subject to counseling and, depending on the nature and severity of the complaint and/or number of complaints separated from performing services under this contract.

5.10. **COMMUNICATION.** The contractor shall ensure contract providers maintain open and professional communication with MTF staff. Complaints validated by the DCCS shall be reported in writing to the contractor for action. Failure of the contractor to correct validated complaints raised by MTF staff will be seen as failure to perform.

6. APPLICABLE PUBLICATIONS. Documents applicable to this contract are listed below and have been coded as mandatory. The contractor shall follow those coded as mandatory and only to the extent stated in this contract when a specific part of the document is referenced herein. Supplements or amendments to these mandatory publications may be issued during the life of the contract. Any such changes to mandatory publications which cause a change in the scope of performance within the meaning of the “Changes” clause will not be implemented by the contractor until a change order or modification is issued by the Contracting Officer. The government will make these references available to the contractor at the start of the contract and will post and update these references.

PUBLICATION	TITLE/DATE
AR 40-1	Composition, Mission, and Functions of the Army Medical Department, 1 Jul 83
AR 40-2	Army Medical Treatment Facilities: General Administration, 15 Mar 83
AR 40-3	Medical, Dental and Veterinary Care, 12 Nov 02
AR 40-5	Preventive Medicine, 15 Oct 90
AR 40-66	Medical Record Administration and Health Care Documentation, 3 May 99
AR 40-501	Standards of Medical Fitness, 30 Sep 02
AR 190-51	Security of Unclassified Army Property (Sensitive and Nonsensitive), 30 Sep 93
AR 380-19	Information Systems Security, 27 Feb 98
AR 380-67	The Department of the Army Personnel Security Program, 9 Sep 88
AR 385-10	The Army Safety Program, 29 Feb 00
AR 385-40	Accident Reporting and Records, 1 Nov 94
AR 600-85	Army Substance Abuse Program (ASAP), 1 Oct 01
MEDDAC Reg 40-9	Pharmacy and Drug Related Policies and Procedures, 12 Jun 00
MEDDAC Reg 40-12	Code Blue/Medical Urgency, 17 Aug 98
MEDDAC Memo 1-1	MEDDAC Smoking Policy, 1 Apr 95
MEDDAC Memo 1-15	Patient and Family Education Program, 1 Mar 00
MEDDAC Memo 1-16	Workplace Violence Prevention Program, 1 Mar 98 w/change
MEDDAC Memo 15-3	Ireland Army Community Hospital, Ethics Committee, 8 May 00
MEDDAC Memo 40-17	Continuous Quality Improvement Program, 20 Dec 96, w/changes
MEDDAC Memo 40-21	Life Support Measures for Patients, 27 May 91
MEDDAC Memo 40-22	Point of Care Testing Laboratories, 2 May 00
MEDDAC Memo 40-26	Utilization Management, 1 Sep 98
MEDDAC Memo 40-37	Evaluating Cause and Planning Improvement, 18 Apr 00
MEDDAC Memo 40-38	Informed Consent, 1 May 00
MEDDAC Memo 40-39	Do-Not-Resuscitate (DNR) or “No Code” Orders, 1 May 00
MEDDAC Memo 350-5	Staff Education and Training, 1 May 00
MEDDAC, Fort Knox	Patient Bill of Rights
MEDDAC, Fort Knox	Staff Rights
DoD Directive 5200.2	DoD Personnel Security Program, 9 Apr 99
DoD Directive 5200.28	Security Requirements for Automated Information Systems (AISS), 21 Mar 88
DoD 5500.7-R	Joint Ethics Regulation, Aug 93 w/changes
DoD Instruction 1402.5	Criminal History Background Checks on Individuals in Child Care Svcs., 19 Jan 93
JCAHO Manual	Accreditation Manual for Hospitals, current edition
OSHA, Sub Z, 1910.1200	Hazard Communications

ATTACHMENT 1

HEALTH AND IMMUNIZATION REQUIREMENTS

The Contractor shall provide a statement of health and a completed Immunization Status Form (Technical Exhibit 1-A) or equivalent, for each Contractor nurse providing services under this contract. The statement of health shall state that the Contract operating room surgical technicians is cleared to work without restrictions. The statement of health shall state the date on which the physical examination was completed and the name of the health care provider who performed the examination. The health care provider performing the examination shall sign this certification. A physical examination administered more than 120 days prior to performance of the contract will not be considered adequate. Immunization requirements are listed on Technical Exhibit 1-A. The Contractor shall submit copies of the laboratory results when certifying immunity by titers or serologic testing. TB screening and/or laboratory tests given more than 6 months prior to performance will not be considered adequate. Health requirements include the following:

a. A history to show that the contract operating room surgical technicians has completed a primary series of immunization with tetanus and diphtheria toxoids and that a booster dose is current (within the past 10 years).

b. A history to show that the contract operating room surgical technicians has completed an immunization series with a Hepatitis B vaccine (e.g., Recombivax, Engerix), or provide serologic evidence of immunity to Hepatitis B. **A statement of declination is not acceptable.**

c. The physical examination shall also document serologic evidence of immunity to measles, mumps and rubella or to provide documentation of immunization with measles, mumps and rubella (MMR) vaccine.

d. Contract operating room surgical technicians shall be screened for tuberculosis by a tuberculin skin test using the Mantoux technique. A skin test result of 10 mm of induration or more shall be required to have a chest roentgenogram and an evaluation performed. A tuberculin skin test of 10 mm of in duration or more will require documentation providing an assessment of the patient (status of infection--active, inactive; need for treatment of latent infection or not as determined by age, history of BCG (Bacillus Calmette-Guerin) vaccination; duration of skin test positivity, etc.

e. Documentation of positive antibody titer for varicella or date immunizations were given.

f. If all the immunizations and test set forth in the preceding paragraphs have not been completed, the Contractor shall issue a certificate providing evidence of immunizations and tests that have been completed or started and shall provide a schedule for the completion of unfinished immunizations and lab tests. After the schedule is completed, the Contractor must provide an updated and complete certificate.

g. All contract operating room surgical technicians performing direct health care services under this contract, who experience a parenteral (e.g., needle-stick or cut) or mucous membrane exposure (e.g., splash to the eye or mouth) to blood or bloody body fluids, shall receive prompt treatment. The medical treatment facility (MTF) will evaluate the source of exposure for risk of Hepatitis-B, Hepatitis-C, and Human Immunodeficiency Virus (HIV) and will provide a report of the findings to the contract operating room surgical technicians. It shall be the Contractor's responsibility to provide appropriate treatment as needed to possibly include Tetanus-Diphtheria booster, Immune Globulin, Hepatitis-B vaccine booster, or Hepatitis-B Immune Globulin. The Contractor shall be responsible for providing the contract operating room surgical technicians with initial testing and if the source of exposure was unknown, positive, or considered at high risk for HIV infection, follow-up testing 3, 6, and 12 months after exposure. In the event of a confirmed or highly suspected parenteral exposure to HIV, the Contractor shall insure that the contract operating room surgical technicians receives appropriate counseling and is referred immediately to a private infectious disease specialist for consideration of any experimental therapy (e.g., AZT). The Government may require the Contractor to provide evidence of the status of treatment and testing of the individual provider under the contract.

h. Failure to meet the requirements stated herein, or when test results determine a contract provider has a contagious disease, the Contracting Officer may, upon the advice of the MTF Commander or his clinical staff, determine that such provider is not an acceptable individual to perform services under this contract.

ATTACHMENT 1-A
IMMUNIZATION STATUS

EMPLOYEE'S NAME: _____

HIV

NEGATIVE: _____ POSITIVE: _____ DATE: _____

HEPATITIS B

Serologic Testing

(Specify Dates and Results):

HbsAG _____

HbsAB _____

Hepatitis Vaccine

(Specify Dates Doses Given):

Dose #1 _____ Dose #2 _____

Dose #3 _____ Booster _____

TB STATUS

Mantoux Test PPD

PPD Given: _____

PPD Read: _____

Results: _____

Chest X-ray

Date of CXR: _____

CXR Results: _____

Results of Evaluation and Indication for Treatment: _____

MEASLES/MUMPS/RUBELLA

Positive Antibody Titer

(Specify Dates and Results):

Measles: _____

Mumps: _____

Rubella: _____

MMR Immunization

(Specify Dates Doses Given):

Dose #1 _____

Dose #2 _____

TETANUS & DIPHTHERIA

(Specify Dates Given)

Dose #1 _____ Dose #2 _____ Dose #3 _____ Booster _____

VARICELLA

Positive Antibody Titer (Specify Dates and Results): _____

Varicella Immunization Given: _____

EXAMINING PHYSICIAN: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE & DATE: _____

